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December 14, 2007

VIA ELECTRONIC FILING & FACSIMILE

The Honorable Laura Taylor Swain, U.S.D.J.
United States District Court
Southern District of New York
United States Courthouse
500 Pearl Street, Room 755
New York, New York 10007-1312

Re: *Banco Popular Dominicano, C. Por A. v. Levi Strauss & Co.*
No. 07 Civ. 6443 (LTS) (THK)

Dear Judge Swain:

We represent the plaintiff/counter-claim defendant Banco Popular Dominicano, C. Por A. ("BPD") in the referenced action. I write in response to the limited opposition by defendant Levi Strauss & Co. ("LS&CO"), filed on December 10, 2007 at Docket No. 60 (the "Limited Opposition"), to QST Dominicana LLC's motion to dismiss. The Limited Opposition asks this court to grant LS&CO a discharge and attorneys' fees in the Interpleader action. This request is improper and premature and should be ignored, or alternatively should be denied, for at least three reasons.

First, a request for a discharge and attorneys' fees must be made by motion and no such motion is pending. Indeed, Your Honor recognized during the preliminary pretrial conference in this matter that any request for a discharge would need to be made by motion, thus giving BPD an opportunity to respond. Second, Your Honor explained during the pretrial conference that #2.B. of Your Honor's individual practices require moving counsel to make informal efforts to resolve issues before motions are commenced, and to certify to such efforts in the moving papers. LS&CO's counsel made no efforts to comply with this instruction prior to filing the Limited Opposition. Third, the amount of the receivable owed by LS&CO is in dispute in this matter and, accordingly, any motion for a discharge and attorneys' fees is premature prior to a resolution of that dispute. As the undersigned and counsel for LS&CO advised the court in the pretrial statement that the parties filed, and again during the pretrial conference, our clients are currently working together to resolve the amount of the receivable. But, if this is not

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consensually resolved, the amount of the receivable due from LS&CO will become a contested fact and any consideration of discharge will have to await the resolution of this fact.

For the reasons set forth above, the undersigned respectfully requests that this Court ignore, or alternatively deny, LS&CO's request for a discharge and attorney's fees.

Respectfully submitted,

/s/ John M. August

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